M.R.O. 14—10,000—21-4-22

# MADRAS RECORD OFFICE.

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## Government of Madras.

Revenue **DEPARTMENT.**

| | |
|---|---|
| G.O. No. 1805 | Press<br>~~Mis.~~ |
| 117-118 | |
| Dated 11-9- | 18 67. |

***Not to be folded or roughly handled***

## *Proceedings of the Madras Government, Revenue Department, 11th September* 1861.

No. 117. Read the following Proceedings of the Board of Revenue, dated 17th July 1861, No. 3,795 :—

Read letter from the Collector of South Canara, dated 29th June 1861, No. 99.

(In Cons. 6th July 1861, No. 4,148.)

In Cons. 30th January 1861, No. 582.

1. Resolved that the above letter with its enclosures be submitted to Government, with reference to their Order under date January 29th 1861, No. 232.

2. The Collector disposes of the assertions made in the petition of Antonio Naik *seriatim*, and it is unnecessary for the Board to enter into a lengthened statement of the case, as Government are already aware of the Board's views which were expressed in their Proceedings noted in the margin, in which the whole case was completely discussed. The Board were averse to the enforcement of the penalty leviable under Antonio Naik's Salt contract, and recommended that he should be relieved from it, being of opinion that Government contracts were not sufficiently established as a system to render such a course politic, and that his non-fulfilment of his contract was the result of circumstances mostly beyond his control.

August 19th 1858, No. 3,168.
Dec. 17th 1858, ,, 4,658.

* E. M. C. 12th January 1859, No. 57.

3. The Government, however, did not concur with the Board ;* and as Antonio Naik denied his liability, and had been charged by the Collector with two falsehoods, they resolved to adhere to their former orders that the terms of the contract should be enforced.

4. In his present letter the Collector explains Petitioner's complaint of not having received payment for salt as delivered, by stating that due payment *was* made for the first two deliveries, but that after that the quantities were so small that the amount due to him was considerably less than the sum he had received in advance, and that as his non-fulfilment of the contract became imminent, this amount was credited against the advance instead of being paid over to him.

5. The Petitioner's remarks regarding his offer to procure new salt do not require notice, as *old* salt was clearly laid down in the contract, and to accept new salt in its place would have been to accept an article the wastage of which was considerably greater.

6. The terms of the contract appear to justify the levy of the penalty in the manner in which it was calculated, and Mr. Fisher apparently had no option but to obtain Bombay salt at the price at which it was procurable.

7. The Collector explains the alleged irregularities in the sale of Antonio Naik's security's land, which it appears after all was not sold, the demand having been satisfied, and he adds that the surety was in reality the contractor, Antonio Naik being a man of no means whatever, and merely having been put forward as contractor in order that Pedro Probhu who is one of the richest men in the District might nominally be his security, but in fact take up the contract himself.

8. This piece of information, in the opinion of the Board, entirely alters the complexion of the case, as however willing they might have been to treat with leniency the man who would be ruined by the enforcement of the penalty prescribed by the contract, they certainly do not consider that it is at all necessary to show the same consideration to a person in the position of Pedro Probhu.

9. The anticipations of the Board as to the impolicy of rigidly enforcing the penalties of Government contracts would seem to have been incorrect, for in spite of the proceedings in the case of Antonio Naik, the Collector reports that he could have obtained any quantity of salt during the present year for the supply of which the merchants were quite willing to contract, and that he actually did obtain in this manner 2,170 garce of Bombay salt and 833 garce of Goa salt.

(A true Extract.)

(Signed) R. A. DALYELL, *Sub-Secretary*.

*Proceedings of the Madras Government, Revenue Department,*
*11th September* 1861.

No. 118. ORDER THEREON, 11th September 1861, No. 1,805.

Resolved to forward to the Secretary of State the Memorial from Antonio Naik, received with his letter recorded in G. O. 29th January 1861, No. 232, the usual intimation of its despatch being made to the Memorialist.

(Signed) C. G. MASTER,
*Deputy Secretary to Government.*

Enclos: B.

Translation of Antonio Naik's Contract.

The Honorable Company

Have executed by
Antonio Naik, son of
Rome Naik residing
at Bolar in the town
of Mangalore, dated 21st
October 1767 Fasly

Having, in Conformity to the
Conditions of the Proclamation issued
from the Huzoor, dated the 6th Instant,
Contracted at the Huzoor, to supply
1800 garces of Goa Salt at 42½ Mercals
per garce, for the use of the Government
Monopoly, for the Canara District,
at the rates specified below, and
Mr. Robinson the Ag. Collector having
Confirmed my Contract for the above
quantity of Salt, I accordingly bind
myself to deliver the 1800 garces of Salt
of the manufacture up to Fasly 1266 white
and of superior quality, the quantity
to be transported to Bentwal and
Pane Mangalore being delivered by me
at Mangalore on board the boats,
& that intended for the other Cannauks
at the respective Cottiel, all expences
until the Salt is measured & delivered

on account of Pattimar freight boat hire for transhipping, the hire for Carriage from the landing place to the Cutcherry &c being borne by me.

Should I bring salt of inferior quality, I agree to demand no price for the same if it be cast into the water.

Mears showing the Tannahs at which the salt is to be delivered & the quantity to be delivered with the periods and rates.

| | November | December | January | February | Total | Rate per garce |
|---|---|---|---|---|---|---|
| | | | | | | Rs as P. |
| Mangalore Cushtra | 50 | 50 | 100 | 100 | 300 | 19 4 " |
| Mulky Tannah | " | 25 | 40 | 35 | 100 | 23 7 " |
| Cassergode Tannah | 20 | 20 | 20 | " | 60 | 26 " " |
| For Buntwal | 100 | 200 | 200 | 200 | 700 | 22 " " |
| For Pane Mangalore | 150 | 175 | 175 | 140 | 640 | 21 " " |
| Total | 320 | 470 | 535 | 475 | 1800 | |

I agree to deliver the salt by the periods specified above. Should I fail to do so, I shall be liable to a fine of Rupees 5 per garce on the quantity falling short and should any increase ensue the Sircarky experienced in the sales I agree to pay a further penalty of Rs 50 per garce upon the quantity that may be then short, and should the Govt.



receive other purchasers of the quantity that may be deficient, I agree to pay any extra cost and expenses they may thereby incur.

Should myself or any people on my part smuggle &c the salt which I shall deliver, I shall be liable to any punishment that may be inflicted upon me by the Sircar.

Should I require an advance out of the Total value of the salt contracted for by me viz: Rs 38,518-12 " - 1/3rd of the same or Rupees 12,839 - - should be paid to me upon my executing a regular Security bond. Accordingly as I deliver the above salt by measurement and produce Receipts for the same, I should receive two thirds of the value due upon such quantity, one third being deducted on account of the advance paid to me.

I will produce within 20 days from this date, a Security bond pledging real property, duly executed upon Stamp paper by Pedro Pauthoo of Pulneer who has given his Rayee Kabooli (written Consent) to stand Surety for me & will take back the amount of per centage deposited by me Rs 900.

Nine hundred, to which effect I have executed this agreement of my free will.

Signed / Anthonio Naick.

Witnesses

Signed / Bengal Krishnaya

" Soobraya of Holayanad

Mugany, in Gellapoor Taluq.

(True Translation)

J. Fraser
Coll.

Enclosure B

No. 2 Letter from the Collector of Canara dated 14th October 1800.

Copy of a Letter to Captain Read dated 14th September 1800.

To

The Right Honorable Sir C. W. Bart:
Secretary of State of India.

The humble Memorial of
Anthonio Naik, residing at
Mangalore in the Delta of
South Canara dated 14 October 18[illegible]

Most Respectfully Showeth.

That your Memr: being dissatisfied with the order passed by the Collector of Canara Mr. W. Fisher directing the levy of Rs 8068 2/12 from my Surety Mr. Pedro Coutho and being subjected to great loss in consequence of the collection of that large amount, your Memorialist begs to lay the facts of the case before your Excellency and prays that they may be taken into your most favorable consideration and such orders may be passed on them as may appear just and proper.

2. That on the 27th October 1797 your Memr: undertook to supply for the Government Monopoly of the District of Canara 1,800 Garces of Old Salt from Goa.

3. That it was hitherto usual previous

previous to the Contract being put up for the Collector to apply to the Government of Goa for the information as to the quantity of Salt available for exportation.

4. That your Memo: was under the impression that such information had been obtained, but your Memo: afterwards learnt this had been not done.

5. That it was otherwise usual, subsequent to the contract being knocked down for the Collector to inform the Government of Goa of the circumstance with a view to entitling the Contractor to certain reductions in the duties otherwise leviable on the exports.

6. That your Memo: and his Surety Vide appendix A requested the Collector to inform the Government of Goa of the Contract having been knocked down to your Memo: with a view to his being allowed to export Salt on payment of the reduced rate of duty, but that the Collector refused to do so.

7. That your Memo: at once proceeded to Goa for purpose of procuring Salt and thence petitioned the Collector requesting him to put Vide appendix B the Government of Goa in possession of the above information

Vide appendix C

8. That your Memo: then informed the Collector that a sufficient quantity of Old Salt was not available for exportation from Goa, but that the Collector did not adopt measures for procuring Salt at that time.

9. That sufficient Old Salt was not available for exportation would appear on a reference to the letter addressed by the Government of Goa to the Collector of Canara in reply to one addressed by the latter to the former with a view to testing the correctness of your Memorialists statement that sufficient Old Salt was available for exportation from Goa. Your Memo: is further borne out in his statement by the fact that only 80 Garces of Salt were imported into the port of Honore in the Fasly 1254 where up to that year nearly 200 Garces were imported annually.

10. That notwithstanding these disadvantages your Memo: actually shipped 900 Garces of Salt, the quantity procurable at Goa, purchased at considerably high prices and exported on deposit of heavy duty

of

of Rs 73½ per Garce a liability from which a letter from the Collector of Canara to the Government of Goa alone could have exempted your Memorialist.

11. That if the Collector had informed the Government of Goa that your Memo: had purchased the contract that Government would have allowed the exportation of Salt at a duty of Rupee 1 and Anas 6 per Garce the reduced rate at which salt is allowed to be exported for the Government Monopoly of the District.

12. That the Collector did not return the Vide agreement: percentage money deposited by your Memo: which ought to have been returned immediately on your Memorialists furnishing the security. That the Collector did neither pay the ⅔ of value of the Salt delivered by your Memo: as stipulated in the agreement whereby great difficulty was thrown in the way of your Memo: effecting the necessary purchases.

13. That the Collector declined to accept your Memorialists proposal to supply new Salt from Goa while that officer obtained new Salt from Bombay, notwithstanding the rules prohibiting its importation.

14. That the Collector ought to have cancelled the Contract and put it up a new but that that officer failed to do so. That certain merchants offered to supply Salt at Rs 43 but that the Collector declined their offer. That in April on the setting in of the monsoon, when freight and prices are commonly high the Collector obtained on account of Government at the heavy rate of Rs 55 per Garce.

15. That the Collector of Canara procured Salt from Bombay at 55 Rs a garce at the same time that the Collector of Malabar procured the article from the same place at between 31 to 33 Rs while the freight from Bombay to Calicut itself is twice as much as that from Bombay to Mangalore.

16. That the Salt contracted to be supplied was of an inferior quality while the article obtained by the Collector was of a superior one, and was of course procured at an unnecessarily high cost from a distance like Bombay.

17. Your Memo: begs to submit that he is not responsible for the loss alleged to have accrued to Government in consequence of your Memorialists failure to supply salt and that the contract was formal and consequently null and void; and that it was rendered more so by the Collectors non-fulfilment of his part of the agreement for the following reasons. 1st The contract was put up by the

Collector without his having previously satisfied himself that salt was available for exportation from Goa, while your Memo undertook it on the belief that such information had been obtained. 2nd The Collector after the Contract had been knocked down did not inform the Government of Goa that your Memo had obtained the Contract, although your Memo: and his surety had repeatedly requested the Collector to address the Government of Goa; but that officer did not grant their prayer. 3rd Your Memo at once proceeded to Goa and finding that the quantity of old Salt Contracted for was not procurable at Goa, immediately informed the Collector of the circumstance and moreover requested that his Contract might be Cancelled.

18. Your Memo: begs to submit that the delay on the part of the Collector and not the alleged failure of the Contractor, is the cause of loss to Government, for which your Memo: has been made responsible. The Collector ought to have lost no time in inviting fresh tenders for the supply of Salt or accepted the unsolicited offers of Merchants to supply the article as was done in the case of Venkteisha Shennay and Domingo Mascarenhas timber Contractors but the Collector allowed three or Months and upwards to elapse without adopting any measures for the procuring of salt. It is impossible

for your Memo: to account for this delay on the part of the Collector.

19. Your Memo: begs to submit that the Contract bond does not stipulate for the obtaining of Salt from Bombay nor could it do so stipulate because the importation of Salt from Bombay was forbidden at that time. In cases of failure on the part of the Collector it is a well known fact that the contract is put up to auction again. This is the course generally pursued and was the course intended by the agreement. The Collector has put on the part of the agreement bearing on the point a wrong construction.

20. That the Collector informed your Memo: principle surety of the order for recovery of money from him only 7 days previous to the sale of the property, that your Memo: principle Surety requested that documents to the amount of the security may be returned and that memorandum may be returned to enable him to raise money on them.

Vide a/kl.ts DEFGHI.

21. Your Memo: begs to submit that the Collector did not allow the time usually granted in case of attachment and sale of property, nor did that officer allow the surety sufficient time for producing money, and that when the surety represented the circumstances to the Collector, that officer did not even pass any order on his petition. That it would seem that the

Collector wished to disgrace the surety by selling his property at a low price.

22. Your Memo: begs to add that the Collectors unprecedented Conduct towards your Memo: and his surety has so far deterred the merchants of the place that ever since July 1267 none of them has undertaken the contract for supplying salt, and the Government has been spending more than 25,000 Rupees every year in obtaining salt in excess over three years when salt was procured through Merchants of this place, this would appear on a reference to the public accounts.

23. The failure in the manufacture itself or considered a sufficient ground for not enforcing any penalties on the contracting parties, as in the cases of Mayes & Mayfield, Beale, and other merchants, when even that had failed to fulfil their contracts to supply to them, it is as would appear on reference to the Collector.

24. Ever since salt is procured by Government a very small quantity is kept in store. Last year 407 Garce were stored while the quantity actually stored is 1430, and some stores were kept up empty; and a still less quantity is stored in this season. That the Contractor this year though they failed to supply a full quantity contracted for 2000 Garce have not been called upon to pay any penalty.

25. That when the merchants from Mangalore were the Contractors, nearly ⅓ of salt supplied by them was rejected and they were fined periodically, but the Contractor for this year was otherwise treated.

26. Your Memo: begs that your Excellency will be fully convinced of this case on a reference to the Contract Minutes of Consultation. Under these circumstances Your Memo: prays that your Excellency will be pleased to take the foregoing facts into your most favorable consideration and direct that the sum of Rs. 8068-1-8 collected from your Memorialists surety, on account of the loss alleged to have been incurred by Govt. be refunded. Your Memo: further prays that due notice be taken of the irregularity committed by the Collector and other authorities in reference to the enforcement of the Contract and that orders be issued calculated to prevent a repetition of them. For which act of justice your Memo: shall as in duty bound,

Ever Pray

(signed) Antonio Caik
Salt Contractor.

A

Abstract of the Sureties Petition to the Counter

Dated 11th December 1837

States that certificate granted on the 29th October last was sent to Goa That the authorities there refused to accept of it on the grounds of its not having been sent direct to them with letter That therefore the higher rate of duty must be deposited, That he has done so and made known personally the circumstances where a fresh certificate was granted That it was returned on the above grounds which was produced before the Collector with letter

2 That up to last October the Goa Government never started such operations either to private parties or Government Contractors On this understanding the Contract was undertaken That of late the salt lands have been established in Goa that quantity being large enough to Load Boats have been procurable there and therefore be prevented to procure the certificate letter That the amount received in advance was deposited for the higher rate of duty so that the salt to be brought by the end of November should not be brought, and a portion of salt brought

3 That as salt freights will be all scattered owing to letter being addressed to Goa Government, that besides this the North mind is about to commence, that water will become shallow in Bunder and even so that salt cannot be conveyed easily, also that there is much difficulty owing to this to bring down the fixed quantity of salt for December

4 That if salt should be brought according to the terms of Contract he prays that the Collector will be pleased to address the Goa Govern.t by post if this is considered unnecessary, he requests that the Contract may be cancelled & thus free him from the trouble and loss.

Signed Pedro Prabhoo.

B.

Abstract of the Surety's Petition to the Collector dated 28th December 1857.

1. That he had set forth in a petition dated 11th Inst.t that owing to the usual certificate not having been sent with letter to the Goa Govern.t the higher rate of duty 13½ Rs per Garce is obliged to be deposited at Goa. That this duty on the high quantity required is therefore much enhanced and hard the export of salt, that out of the advance granted 300 Garces out of the quantity for November and December has been brought under the above restriction, that a very large quantity remains to be brought, that therefore to deposite the rate of 13½ Rs per Garce will take a very considerable amount of money and Goa being a foreign Country it is beyond his power to give security for the duty and therefore he prays that a letter may be addressed to the Goa Govt. or that the Contract may be cancelled. That to his petition an order was issued requiring the production of the certificate granted to the Contractor. That the certificate not being here but at Goa, the circumstance was made known, the certificate granted on the second time having been received back from the Contractor he herewith produces. That the contractor writes that the Goa Govt. non-accepta

of it and that owing to his being obliged to deposit money at 13½ Rs per Garce no money is in hand and he is thus debarred from proceeding & it therefore that if the Collector will write the usual letter to the Goa Govt. or cancel the contract.

2. That had it been known at the Contract that the Collector would be backward to write the usual letter, the Contractor would not have taken the Contract nor lodged security. As long as the certificates granted to the Contractor were not accepted by Goa Govt. it would have been more just to have addressed that Govt. at once according to their wishes. That two months elapsed since presenting the petit at Tannah granting receipts filing them in Anzur, their amount paid and the granting of certificates according to the rules their transmission to Goa and the refund of the deposit amount thus although 12 certificates out of those received from beginning up to the date, have been received on the 24th December yet it will take another month before they will be passed in Goa and the amount received. Thus there is no money to deposit for duty and to purchase fresh salt. That it has been remarked by the Collector that the salt contracted for should be brought the same way as come overlands this last Early to Shiroor. That the quantity thus brought was very small 50 or 100 Garce, and it is very easy for any person to deposit the duty on that small quantity or to give security; but it should be borne in mind that the contracted quantity is 1800 Garce and that it will be impossible to deposit duty or to give security for it. Prays that all these cir.

circumstances may be taken into consideration and he relieved from the loss that may occur from the contract.

Signed/ Pedro Brothers

C.

Abstract of the Contractors Petition to the Collector of ... 31st December 1857.

1. That no salt is procurable in Goa, that 600 Garcas has been sent by him that 600 Garcas procurable, that out of these what remains after home consumption will be exact and that old salt up to this time will account to 600 Garcas. No more old salt in Goa beyond this, that therefore Govt should procure salt direct for consumption, that therefore informs beforehand the state of matters that he was prevented from supplying salt at the fixed period by the Collectors not forwarding the certificate with letter to Govt directed, he was obliged to deposit the higher rate of duty and to grant security to it. There was much delay that the regular receipts would not remain there in this account he is also to subject to much loss besides not being able to set up the terms of the contract. That he has stated the causes of this loss to his entity Pedro Brothers and prays that this contract may be cancelled and Govt procure salt direct.

Signed/ Antonio Caith.

D.

To. W. Fisher Esqre Collector of South Canara

The Answer of Pedro Brothers

Dated 4th February 1858.

1. I have this day received Tahsildars Tahsil of the 25th Ultimo with a proclamation advertising the sale of my estates on the 15th Inst in satisfaction of the money said to be owing from the late contractor it appears that only 8 days remain for the expiration of its term.

2. That a period of not less than 30 days from date of the of proclamation for the sale of estates is to be allowed as clearly directed in the Circular Order bearing on the subject, and the same common to every where.

3. In consequence of the issue of the proclamation in question not having been brought to my knowledge immediately I have been subjected to incur a serious loss.

4. The contractor is possessed of property sufficient to cover the amount of loss in question. and I understand that his objections on this head have not been as yet decided. In case of the contractor being held responsible to bear the loss it might be have been primarily recovered from his property as usual, such being the case, the issue of the order for the sale of my estate at first is irregular.

5. Should the Collector be of opinion that I should bear the loss I must procure money on the security of

the estates pledged by me to the Circar which I will, however, be unable to do, unless the documents pledged by me are returned to me, and the period of the proclamation is extended, because the period which now remains unexpired is very short.

I therefore request that in case of the amount of my alleged loss being levied it may be recovered from the contractor's property at first & else that one months extention in addition to the period of proclamation may be granted to me, and as many documents out of those pledged by me as will be sufficient to cover the amount of the alleged loss, may be returned to me. I further request that I may be allowed copies of the Govt. Minutes and the order of the Board of Revenue referred to in the Tahsildar's Letter as having been received for the Collection of the loss.

Signed Pedro Prabhoo

Surety to the Contractor.

B.

To W. Fisher Esqr. Collector of South Canara.

Arzee of Subbie Pedro Prabhoo dated 16th February 1868.

After the Honorable Chief Secretary made known to me the purport of the Hazur order No. 250 I addressed an Arzee to you the 7th Instant representing therein some certain circumstances but I received no order thereon. However to secure my interest I produced Rs. 8068 24/192 through my brother Monte Loello on the 14th Inst. I therefore request that the documents pledged by me as security for the said Contractor Antonio Naik, may be returned to the said my brother together with a receipt for the payment of the sum.

2. I further beg to represent that to defame my character still more proclamations advertising the sale of my estates have been affixed to them after I had produced the sum with many difficulties to secure my honour. I am not aware of the cause of the proclamations being so affixed and therefore request that I may be furnished with Copies of the order on this as well as on my Arzee of the 7th Inst.

Signed Pedro Prabhoo

Surety to the Contractor.

C.

To W. Fisher Esqr. Collector of South Canara.

Arzee of Pedro Prabhoo residing at Mangalore dated 23 February 1868.

I produced the amount of the alleged loss imposed upon me as surety for the Salt Contractor Antonio Naik, & petitioned on the 7th and 16th of this month praying for return of the documents pledged by me but as in consequence of their non-return as per no order have yet been passed on them I am subjected to much inconvenience I request that the documents may be ordered to be returned to me without any delay.

Signed Pedro Prabhoo

Surety to the Contractor.

G

To
H. Fisher Esqr Collector of South Canara

Agzn of Antonio Naik Salt Contractor
residing at Mangalore Dated 26th Sept 61

I understand that some amount on account of the alleged loss has been levied from Salvis Bebe Brother who stood security for the fulfilment of the Contract undertaken by me on Sixty Bags
I do not know in what manner the percentage amount deposited by me has been disposed of, nor on what amount money had been levied from my surety. I therefore request that on account of this money as well as the Copies applied for by me in my petition of the 7th Inst. may be granted to me for my information.

Signed Antonio Naik.
Salt Contractor.

H.

To
H. Fisher Esqr Collector of South Canara

Dated 27th February 1861.

Sir,

As soon as my security for the Goa Salt Contract Antonio Naik was accepted the amount deposited at the time of the Contract was to be returned to me, but although I and the Contractor addressed several petitions to you on the subject no order was received thereon, and lately my effects were attached in satisfaction of alleged loss according to your order, an order was issued to the Mangalore Tahsildar to give due

[illegible] to all the above mentioned 6 petitions

publicity to the proclamation for the sale of my estates, and receive the whole amount even without disturbing the above mentioned deposit. The Circulars Order is explicit that one months grace from the date of the publicity of proclamation is to be allowed for the sale of the property of any person from whom money is to be recovered but in my case without giving me the benefit of the Circulars Order proclamations for the sale of my estates were given one on 7 days and the other one day before the date fixed for the sale, thus subjecting my estates to a Clandestine sale at a low price to my entire detriment in addition to the loss I must to make good to the Govt.

Under the circumstances I applied to you for redress the contradiction by a petition on the 7th Inst. but received no reply on the subject and therefore became compelled to adopt measures before you according to your order.

Afterwards according to your order No 167 dated [illegible]

Previous to the order directing the sale of my estates I was willing to pay either the whole amount or the Govt possessed properly to cover the amount of loss to the Govt according to order or credit the amount deposited by the Contractor before the issue of proclamation for the sale of my estates but neither of the two courses was adopted in any Order.

I therefore request that in consideration of the

[illegible] circumstances the documents pledged by me may be ordered
to be returned to me and further that I may be allowed copies of
the orders on this as well as on my petitions of the 7th & 18th Inst.

Signed/ Pedro Prabhoo.

I.

To D. Shivram Esqr. Ag. Head Asstt. in Charge
South Canara

Arzee of Tolmir Pedro Prabhoo
Dated the 18th April 1849

Appealing to orders issued to the Mangalore
Tahsildar directing collection of certain sum on account of
loss alleged to have been caused by the failure of the late Con-
tractor Bathar Antonio Naik for whom I stood security & ex-
hausted the full amount of the 11th February last. No orders have
been passed on the petition dated 7th February presented by myself
and the Contractor before the production of the money nor on
the petition dated 16th & 17th February presented by me nor
on the petition dated 20th presented by the Contractor. I have re-
ceived back from the Deputy Collector the documents pledged
in the treasury agreeably to order received by me on the 21st. In
consequence of no order having been issued on the above men-
petition. I have been unable to move further in this matter
I was in constant attendance at the Kutchery between the
production of the money and the return of the document by the
Dy Collector but no orders were passed on the said petitions

I therefore request that the above mentioned 6 petitions may be taken
into Consideration and orders endorsed on them under your seal
and signature and that a receipt may be granted for the amount
produced by me.

Signed/ Pedro Prabhoo.

Particulars of the places and periods at which the Salt is to be supplied and value of the Salt.

| Stations | Nov. | Dec. | Jany. | Feby. | Total | Value per Garce |
|---|---|---|---|---|---|---|
| | Garces | Garces | Garces | Garces | Garces | Rs — as — P. |
| Mangalur | 50 | 50 | 100 | 100 | 300 | 19 — 4 — 0 |
| Mulki | - | 25 | 40 | 35 | 100 | 23 — 7 — 0 |
| Kaurgod | 20 | 20 | 20 | 0 | 60 | 26 — 0 — 0 |
| Bantwal | 100 | 200 | 200 | 200 | 700 | 22 — 0 — 0 |
| Panemangalur | 150 | 175 | 175 | 140 | 640 | 21 — 0 — 0 |
| Total | 320 | 470 | 535 | 475 | 1800 | |

I do hereby engage to supply the Salt as above or in failure thereof, to pay a fine of 5 Rupees per every Garce that may be due at the each instalment and further fine of Rupees 50 per every Garce that may be found wanting for sale together with any sum over and above the value engaged in case of the deficiency being otherwise proved and proceeded.

I further bind myself amenable to such punishment as may be awarded by the Government in case of any fraud in the Salt supplied by myself or by any other person of my part.

I pray that Rupees 12,859 being one third of Rupees 38,578-12-0, the total value of the Salt, may be paid as soon as I produce a security bond as usual, I will credit

Credit in the sum advanced, one third of the value of the Salt supplied duly ascertained on several occasions and receive the other two thirds on the production of receipts.

In 20 days hence I will cause a security bond to be duly executed on Stamped paper by Soloneer Pedro Prabhu, who has agreed to stand surety for this Contract on the pledge of landed property, and obtain back the sum of Rupees 900 deposited by me.

Signed / Antonio Naik.

D 182/64.

Lu No 582 of 1861
Lucca 30 Jany.

Extract from a letter from the Collector of Canara to the Secretary to the Board of Revenue dated 27th October 1858

Para 2. I there stated that as the contractor denied his liability, I saw no other course than to enforce the terms of the contract, and this must I think be done in such measure as the Board think fit to direct. I believe the real facts of the case to be, that when the contractor entered the market, he had to encounter something like a combination of other Mangalore dealers who forestalled him and of course raised the price of the salt

3. Time was then lost in making arrangements with them, and I was requested to write to the Governor of Goa, not probably with any idea that the Contractor would thereby reap direct benefit, but in the hope

hope that the fact of the communication being made, would facilitate an arrangement between the contractors, and the holders of the salt.

4. At first, I was unable to discover from the petitioner's security, who alone appeared before me, what he really wanted but when it was hinted that the Goanese authorities would reduce their export duties in favor of Government Contractors, if I advised them, I declined of course to write any letter at all. I offered however a Certificate to the effect that certain parties had contracted to supply me with salt for the Government Monopoly, as I thought the Petitioner entitled to such a document, if he wished to have it. As the Board may suppose, it has not been usual to address any letter to the Goa Government regarding these Contracts; and that now under review could not therefore have been made with the understanding (implied even) that



that any letter would be written. The statement on this subject is not the only falsehood contained in the Petition addressed to the Board. It is insinuated, though not explicitly stated, that I would not allow the contractor to bring down Bombay salt, whereas he or rather his Surety (for he was absent in Goa) expressed his inability at attempt any thing of the sort.

5. I have no doubt that the Contractor's speculation was any thing but remunerative, but this was I consider solely attributable to unexpected competition from parties here who bought up the salt whilst he was contracting to supply it.

6. The early part of the season was lost in consequence, and difficulties increased until the whole affair broke down, and I was left at the last moment to do the best I could.

7. Whether the Goanese Government may have lately required a deposit from Exporters of salt, I do not know. If they

they have only done so during the past year, it will at once appear that the cause assigned for the despatch of the letter discredited as usual has hitherto been wanting. If the deposit was nothing more than has always been required and no letters (as is clearly the case) have hitherto been addressed to the Goa Government on behalf of the contractors, my refusal to write cannot have injured the Petitioner. Knowing the grievance about the letter to be altogether false, I believe that about the deposit to be false also, as they are mixed up, the one with the other.

8. The real difficulties experienced by the Contractor are native-like, not hinted at. I have little doubt that had the contractor's arrangements been good, or had he submitted at once to a certain amount of loss, and not thrown away time and opportunity, in the first instance, he might readily have supplied me with



with 1200 Garees of Goa Salt, instead of 772. 2m 389. If at this rate, he is held responsible for the difference between what he did supply, and what under all circumstances, he ought to have supplied, the full amount due according to the

Letter 3/27 July 1858.

× Memo: forwarded to the Board, still remains to be recovered from the Contractor, for I was only able to purchase about 416 Garees & 2m 227 of Bombay salt, and hence indeed my present difficulties. The above Calculation only supposes that the Contractor could have supplied two thirds of the quantity of salt agreed for & this does not appear to be excessive.

(True Extract)

J. Fraser
Collector.

Ed Bo.

IN CONS. 6TH JULY 1861, No. 4,148.

From J. FRASER, Esq., Collector of SOUTH CANARA,
dated Mangalore, 29th June 1861, No. 99.

I have the honor to reply to the orders contained in the Board's Proceedings, dated 5th April 1861, No. 1,746, in the matter of Antonio Naik's Memorial.

1. Antonio Naik contends that he would have been in a much better position towards fulfilling his contract had the Collector written a letter to the Goa Government, stating that he was the Contractor; and further, that it was the duty of the Collector to have ascertained from that Government the amount of Salt in store before putting up the contract for sale, and that such communications have always hitherto taken place.

2. He complains that the Collector did not comply with the terms of the contract in having failed to return to him the deposit money, although he had duly furnished security, and in having failed to pay him ⅔rds of the value of Salt as delivered, and that though the Collector was aware there was no old Salt obtainable in Goa he would not receive new Salt in fulfilment of the contract.

2. In reply to the first of this string of assertions, it will suffice if I quote the opinion* of the Board themselves: "but at the same time "they (the Board) desire to express their opinion "that the Contractor's statement, that his "difficulties were increased in consequence of "the Collector refusing, in his case, to address to "the Goanese Government the usual letter "written on the occasion of similar contracts, is "quite unfounded."

* Board's Proceedings, 17th December 1858, No. 4,658, paragraph 20.

3. In reply to the rest, I cannot do better than quote Mr. Fisher's letter of the 27th October 1858, No. 123, paragraphs 2 to 8 inclusive, Enclosure A. The Board will see from the above extract that the Contractor failed in securing ⅔rds, at all events, of the amount of his contract from his own want of energy and foresight; that he wished the Collector to be a party to the exercise of an unfair influence on the Goanese Government; and that the assertion of its being customary to address that Government in any way regarding the supply of Salt is a barefaced falsehood.

4. It is incumbent on the makers of such assertions to support them by proof. It is sufficient for the Collector to deny them. Whether or not it was the duty of the Collector to inform *himself* of the available stock at Goa is a point for the Board, and not me, to decide; but it can never be held to be the duty of a Collector to procure information of this sort for the benefit of intending Contractors.

5. The statements of petitioner on this head are a tissue of falsehoods. He never asked for the return of his deposit, never appeared to claim it, and in consequence it was not returned. In regard to payment for the Salt, he received the stipulated ⅔rds for his first delivery (which was made on 14th December 1857) on the 18th of the same month; for the second delivery, dated 2nd January 1858 on the 8th of that month. He made three subsequent deliveries on the

3. He protests against his penalty having been calculated upon the expenditure which Government was put to in the purchase of Salt at a high figure from Bombay, as this was caused solely by the Collector's own neglect, Salt having at the same time been obtained at a much lower rate by the Collector of Malabar, and denies his liability to any penalty.

8th February, 20th February and 19th March; but the quantities were so small, compared with the amount of his contract, that the Collector, finding that the entire sum due to him on them fell short by Rupees 545-2-9 of the balance of advance against him, credited the whole to advance on 15th April, and also Rupees 545-2-9 of the deposit. At this time it became plain that the Contractor could not fulfil his contract.

6. The Collector had stipulated for *old* Salt and very properly refused to receive *new* instead, because the wastage on it would have been comparatively large.

7. A complete answer to this is to be found in the terms of the contract* itself, and the Board's remarks† thereon. It appears to have been Mr. Fisher's deliberate‡ opinion, that the Contractor could have secured 1,200 garces of Goa Salt had his arrangements been good, and had he submitted in the first instance to a certain amount of loss. I have no doubt that Mr. Fisher had good grounds for this opinion. He also shows that, from the trading season being near its close, he was obliged to procure Salt at once, where and at whatever price he could get it. He was, I consider, quite right in going to Bombay, as that Salt is much preferred by inland traders here, from the hardness and size of the crystals, to any other.

* Enclosure B.

† Board's Proceedings, 19th August 1858, No. 3,168, paragraph 16.

‡ Enclosure A.

8. In regard to price, the Collector was in the hands of the Bombay Customs authorities; and it is idle to suppose that they recklessly paid a higher than the then market price. Salt is always procured cheaper in Malabar than here, because there the authorities receive the Salt by weight, which we have not the means of doing, and also along side the vessel; while we generally stipulate for its delivery on shore, and sometimes as this season, into the godown.

9. Antonio Naik preferred the chance of the large loss that would accrue by non-fulfilment of his contract, to the certainty of a smaller one, and the relief that the clemency of Government might and probably would afford to a man who *really* did his best to fulfil a difficult engagement. He denied his liability to penalty in toto. He has elected to stand or fall by his Bond; and under the orders* of Government, has fallen accordingly, and very justly in my opinion.

* Extract Minutes Consultation, 12th January 1859, No. 57.

4. He states that the Collector was guilty of great irregularities in the attachment of his surety's property, and that although he has been hardly treated, other contractors, whom he names, have been permitted to escape all penalty, although they failed with much less excuse than himself.

10. To this I reply that Antonio Naik has nothing to do with irregularities (if any) committed in the attachment of the property of another party. If the surety felt himself aggrieved, he had and has his remedy in a Civil action. As he has made no complaint now, it plainly appears that no wrong was done, which the following statement moreover will confirm.

11. The lands pledged by the Contractor's surety, Pedro Prabhoo, were attached and advertized for sale under the orders of the Board, dated 23rd December 1859, No. 5,390, and orders were issued to that effect to the Mangalore Tahsildar on the 16th January 1860. The same was communicated to Pedro Prabhoo on the 31st January 1860, and the advertisement affixed to his house on the 7th February. The advertisement only reached the taluq on the 21st January, it having been forwarded from Hosdroog where the Collector's office was then out on circuit. The delay on the part of the Shanbogue (to whom it was then delivered) in doing the needful with the advertisement, was visited with a fine of 1 Rupee.

12. The lands were however *not sold*, as Pedro Prabhoo paid on the 15th February the amount due, viz., Rupees 7,187-5-3, as follows:—

| | Rs. | A. | P. |
|---|---|---|---|
| Amount of deposit to his credit in the Treasury out of the 900 Rupees originally deposited by him ... ... ... ... ... ... ... ... ... ... ... ... | 354 | 13 | 3 |
| Amount actually produced by him ... ... ... ... ... ... ... ... ... ... | 6,832 | 8 | 0 |
| | 7,187 | 5 | 3 |

together with interest for 1 year and 8 days on the sum produced at 12 per cent., viz., Rupees 838-3-11, making in all Rupees 7,670-11-11.

13. Antonio Naik is notoriously a man of very limited means. His property is principally in land, and does not render him liable to any Income Tax. He pays, with his wife, only 33 Rupees of land assessment. It is equally notorious that the surety, Pedro Prabhoo,* was the real Contractor; Antonio Naik being put forward as the ostensible one, in order that the other might stand as his surety.

* Though his real name is Pedro Coelho, he is generally known and addressed as Pedro Prabhoo.

14. I need not make any remark on the treatment other Contractors have met with from Government, as they have already dealt with petitioner's case on its merits.

15. I think it incumbent on me to notice paragraph 22 of Antonio Naik's Petition. So far from the statements contained in that paragraph having any foundation in fact, I have this year procured from Bombay and Goa, by contracts with the merchants of this place, 3,003† garces of Salt. Towards the end of the season, I was obliged, from the depôts being crammed, to refuse Pattimar after Pattimar load of Bombay Salt, though offered at half price by merchants who had taken salt to Malabar on speculation and found no sale for it; and now we have a sufficiency in store to last at least till the end of April 1862.

† Bombay.. ..... 2,170
Goa..... .. .. 833

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Enc. 1, A.

Abstract.—Extract from a letter from the Collector of Canara, to the Secretary to the Board of Revenue, dated 27th October 1858.

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Enc. 2, B.

Abstract.—Karar executed by the Salt Contractor, Antonio Naik.

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Enc. 3.

Abstract.—Original Petition of Salt Contractor, Antonio Naik.

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Exd. J. Tulloch.

No. 3,795.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 17th July 1861.

Read letter from the Collector of South Canara, dated 29th June 1861, No. 99.

(In Cons. 6th July 1861, No. 4,148.)

1. Resolved that the above letter with its enclosures be submitted to Government, with reference to their Order under date January 29th 1861, No. 232.

In Cons. 30th January 1861, No. 582.

2. The Collector disposes of the assertions made in the petition of Antonio Naik *seriatim*, and it is unnecessary for the Board to enter into a lengthened statement of the case, as Government are already aware of the Board's views which were expressed in their Proceedings noted in the margin, in which the whole case was completely discussed. The Board were averse to the enforcement of the penalty leviable under Antonio Naik's Salt contract, and recommended that he should be relieved from it, being of opinion that Government contracts were not sufficiently established as a system to render such a course politic, and that his non-fulfilment of his contract was the result of circumstances mostly beyond his control.

August 19th 1858, No. 3,168.
December 17th 1858, ,, 4,658.

3. The Government, however, did not concur with the Board;* and as Antonio Naik denied his liability, and had been charged by the Collector with two falsehoods, they resolved to adhere to their former orders that the terms of the contract should be enforced.

* E. M. C. 12th January 1859, No. 57.

4. In his present letter the Collector explains Petitioner's complaint of not having received payment for salt as delivered, by stating that due payment *was* made for the first two deliveries, but that after that the quantities were so small that the amount due to him was considerably less than the sum he had received in advance, and that as his non-fulfilment of the contract became imminent, this amount was credited against the advance instead of being paid over to him.

5. The Petitioner's remarks regarding his offer to procure new salt do not require notice, as *old* salt was clearly laid down in the contract, and to accept new salt in its place would have been to accept an article the wastage of which was considerably greater.

6. The terms of the contract appear to justify the levy of the penalty in the manner in which it was calculated, and Mr. Fisher apparently had no option but to obtain Bombay salt at the price at which it was procurable.

7. The Collector explains the alleged irregularities in the sale of Antonio Naik's security's land, which it appears after all was not sold, the demand having been satisfied, and he adds that the surety was in reality the contractor, Antonio Naik being a man of no means whatever, and merely having been put forward as contractor in order that Pedro Probhu who is one of the richest men in the District might nominally be his security, but in fact take up the contract himself.

8. This piece of information, in the opinion of the Board, entirely alters the complexion of the case, as however willing they might have been to treat with leniency the man who would be ruined by the enforcement of the penalty prescribed by the contract, they certainly do not consider that it is at all necessary to show the same consideration to a person in the position of Pedro Probhu.

9. The anticipations of the Board as to the impolicy of rigidly enforcing the penalties of Government contracts would seem to have been incorrect, for in spite of the proceedings in the case of Antonio Naik, the Collector reports that he could have obtained any quantity of salt during the present year for the supply of which the merchants were quite willing to contract, and that he actually did obtain in this manner 2,170 garce of Bombay salt and 833 garce of Goa salt.

(A true Extract.)

*Sub-Secretary.*

To J. D. Sim, Esq., Secretary to Government, R. D.

Copy to J. Fraser, Esq., Collector of South Canara.

Exd. J. Wright.

R- 13 Septem: /58 Nos 53 54

R 12th January /59 — 15-16

R 29th January /61 — 465 466

Copy in a Letter to England
G 11th Sept: /61 No. 109

Nos 117 & 118-

C. S. Sept R 7.

Recd 1861 Sept 11
Sec. of Govt for Sept.
No 1800

Proceedings of the
Board of Revenue

Dated 1st July 1861
Desp- 25th
Recd 26th
E-1- with 3 Encls

Ea Govt

Submitting with remarks a letter from the Collector of South Canara reporting on the memorial of Antonia Naick Salt Contractor-

No 1805. 11th Sept
With an Order.

1805

Resolved to forward to the Secretary of State the Memorial from Antonio Naick received with his letter recorded in G.C. 29th January 1861 No 232 - the usual intimation of its despatch being made to the Memorialist-

Foot St George
11th Sept 1861

14 Copies to Mr Bd of Rev: Disp 12